

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
GREAT FALLS DIVISION

GREAT WESTERN BANK, a South
Dakota chartered bank,

Plaintiff,

vs.

PRO TANK PRODUCTS, INC.,
a North Dakota corporation;
TODD J. MARSH, an individual;
STOCKMAN BANK OF
MONTANA, a Montana banking
corporation; and
RABO AGRIFINANCE, INC.,
a Delaware corporation;

Defendants.

Cause No. CV-16-94-GF-BMM

JUDGMENT

Upon this Court's Order in open court granting Great Western Bank's
motion for summary judgment,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Judgment is entered against Defendant Pro Tank Products, Inc. in
favor of the Plaintiff Great Western Bank on Note A in the full sum of \$810,067.94
together with interest at the rate of 4% per annum from August 10, 2016, as well as
attorneys' fees, costs and disbursements.

2. Judgment is entered against Defendant Pro Tank Products, Inc. in favor of Plaintiff Great Western Bank on Note B in the full sum of \$664,012.98 together with interest at the rate of 5% per annum from August 10, 2016, as well as attorneys' fees, costs and disbursements.

3. Judgment is entered against Defendant Pro Tank Products, Inc. in favor of Plaintiff Great Western Bank on Note C in the full sum of \$1,529,040.88 together with interest at the rate of 4.5% per annum from August 10, 2016, as well as attorneys' fees, costs and disbursements.

4. Judgment is entered against Defendant Todd J. Marsh in favor of Plaintiff Great Western Bank in the full sum of \$2,056,444.44 together with interest at the rate of 4% per annum from August 10, 2016, as well as attorneys' fees, costs and disbursements.

5. Judgment is entered on the against Defendant Todd J. Marsh on the Guaranties for the full sum of \$3,003,121.80 together with interest at the rates described in paragraphs A, B, and C above, as well as attorneys' fees, costs and disbursements.

6. That all sums due to Plaintiff Great Western Bank from Defendant Pro Tank are secured by the following: (1) that certain Commercial Security Agreement dated May 2, 2014, executed in favor of Great Western Bank; (2) that certain Commercial Security Agreement dated May 2, 2014, executed in favor of

Great Western Bank; (3) that certain Commercial Security Agreement dated May 2, 2014, executed in favor of Great Western Bank; and (4) that certain Commercial Security Agreement dated April 9, 2015 executed in favor of Great Western Bank (collectively, the “Commercial Security Agreements”). The Commercial Security Agreements granted a security interest in personal property described therein, which is a first and prior lien upon the personal property described in the Commercial Security Agreements only to assets that have been specifically released by Stockman Bank as reflected in Uniform Commercial Code filings of record in the State of North Dakota.

7. That all sums due to Plaintiff Great Western Bank from Defendant Todd J. Marsh are secured by (1) that certain Agricultural Security Agreement dated April 26, 2013 executed in favor of Great Western Bank; and (2) that certain Agricultural Security Agreement dated June 26, 2015, executed in favor of Great Western Bank (collectively, the “Agricultural Security Agreements”). The Agricultural Security Agreements granted a security interest in personal property described therein. Defendant Rabo Agrifinance, Inc. has a priority lien in said personal property.

8. Plaintiff Great Western Bank is granted a judgment of foreclosure against the personal property described in the Commercial Security Agreements and the Agricultural Security Agreement, and that personal property shall be sold

by decree and according to the law and practice of the Courts and laws of the State of Montana governing execution sales and directing the applications of proceeds of such sale be applied to the debt due to Plaintiff Great Western Bank, subject to the priority liens of Defendant Rabo Agrifinance, Inc. and Defendant Stockman Bank.

9. In the event the proceeds of the sale of personal property described in the Commercial Security Agreements and the Agricultural Security Agreement are insufficient to pay the amount due Plaintiff Great Western Security Bank, Plaintiff Great Western Security Bank shall have a judgment on the Notes against Defendants Pro Tank and Todd J. Marsh, jointly and severally, in the amount of such deficiency.

This Court shall retain jurisdiction over this action to enter any further orders that may be necessary.

DATED this 30th day of August, 2017.



Brian Morris
United States District Court Judge